

1       it doesn't. But I mean when it does.

2               JUDGE ZABAN: You're asking about policy  
3 about a company that doesn't exist.

4               MR. REVETHIS: What I meant to ask is whether  
5 it's contemplated.

6               THE WITNESS: I have not currently addressed  
7 that in the contract at this point.

8 BY MR. REVETHIS:

9               Q All right. So is it fair to say then,  
10 just to wrap it up, that outside of any statutory  
11 obligation, Commonwealth Edison may have -- in  
12 this regard that's what they will abide by and  
13 there's no policy decision that's been made beyond  
14 that as to this time?

15              A The policy relating to Genco?

16              Q That's correct, and the refunding of any  
17 excessive moneys to rate payers?

18              A From the Genco side, that's correct. As  
19 I mentioned, on the ComEd side, it will follow  
20 what the law requires.

21              JUDGE ZABAN: I have a question. Mr. Flynn,  
22 you can clear it up.

1                   Has Genco been incorporated  
2 anywhere? Do either one of you know? Does Genco  
3 exist anywhere, as a corporation anywhere?

4           MR. FLYNN: My understanding is that it does  
5 not. It's going to be formed by PECO.

6           JUDGE ZABAN: My next question is: You  
7 presented us with a contract about certain  
8 obligations between the parties, and it's a  
9 contract with a nonentity, okay. And I don't  
10 understand how we can have a contract with a  
11 nonentity and have any obligation, any bilateral  
12 obligation with somebody or something that doesn't  
13 exist.

14                   I mean, it's my understanding that  
15 the contract you presented with us is a proposed  
16 contract that in the event Genco does become  
17 incorporated, this is what the potential agreed  
18 terms are between ComEd -- or Unicom and Genco.

19           MR. FLYNN: I would make one modest  
20 correction to that. Those are the proposed  
21 terms. We would not take a position in the future  
22 that once Genco is formed that we could sit down

1 and agree to terms that differ from what those  
2 that we had presented to the ICC, because the ICC  
3 would rule in this case based on the proposed  
4 terms.

5 JUDGE ZABAN: So basically --

6 MR. FLYNN: There's no discretion on Genco's  
7 part in the future to come in and say, I don't  
8 like this provision.

9 JUDGE ZABAN: I understand that.

10 I'm asking you: So, in other  
11 words, we are to assume then that based on our  
12 ruling that this is the contract that's going to  
13 be -- that's going to be presented at the time  
14 that these events take place; is that correct?

15 MR. FLYNN: Yes.

16 JUDGE ZABAN: By the same token then, you  
17 understand that any ruling we make is predicated  
18 upon the fact that the contract will be exactly  
19 the same.

20 MR. FLYNN: Yes.

21 JUDGE ZABAN: Okay.

22 JUDGE SHOWTIS: Do you have anything?

1 MR. REVETHIS: I have nothing further. Thank  
2 you.

3 JUDGE SHOWTIS: I just have a few questions.

4 MS. DOSS: I have a few questions.

5 JUDGE SHOWTIS: Go ahead.

6 CROSS-EXAMINATION

7 BY

8 MS. DOSS:

9 Q Good morning, Mr. McDonald.

10 A Good morning.

11 Q Leijuana Doss on behalf of the People of  
12 Cook County.

13 Referring to Exhibit 1.0, page 8  
14 that Mr. Neff had you refer to before, if you'd go  
15 further to lines 170 to 175.

16 A Yes.

17 Q Here you discuss the transfer of  
18 facilities and that ComEd would keep any  
19 transmission of distribution assets?

20 A Yes.

21 Q Could you explain what do you mean by  
22 certain except the synchronous --

1           A       Synchronous condenser.

2           Q       -- and certain land on which the various  
3 facilities set?

4                       So could you explain this land  
5 transfer, because I believe in the agreement it  
6 contemplates that the station and the land in  
7 which they set will be transferred as well?

8           A       Yes, that is true. The stations and the  
9 land that they sit on will be transferred. There  
10 are some parts of that property, however, that  
11 have to be sectioned off because they have  
12 distribution assets or transmission assets on the  
13 station property.

14          Q       And does that include an agreement --

15               THE REPORTER: I can't hear.

16               JUDGE SHOWTIS: You might have to --

17               MS. DOSS: I'm sorry.

18 BY MS. DOSS:

19          Q       My question second question is: Is that  
20 included in the agreement as far as which parts of  
21 the land remain responsive -- remain with ComEd?

22          A       I believe that is in the agreement.

1 Q And where is that?

2 A I'd have to look through the agreement  
3 itself.

4 Q Okay. You can give me that cite later.

5 What about the switchyards and the  
6 transmission facilities?

7 A Will the switchyard and transmission  
8 facilities themselves be transferred?

9 Q Yes.

10 A No.

11 Q So if the switchyard is on the land that  
12 a nuclear station is, can that still remain ComEd?

13 A That is my understanding for that which  
14 can be identified as the land associated with the  
15 switchyard and the transmission facilities. There  
16 would have to be easements allowed to get ingress  
17 and egress.

18 Q And is that included in the contract?

19 A Yes, it's in the agreement.

20 Q In the agreement. Okay.

21 So, in other words, in 20 years if  
22 Genco has to decommission the station, will there

1 have to be a determination as to who owns the  
2 switchyard ComEd or Genco?

3 A I think there is a demarcation point  
4 established in these agreements between whether a  
5 facility is transmission, distribution, or a  
6 generation. So I don't think we'll have that  
7 issue down the road.

8 JUDGE ZABAN: Are they planning on  
9 partitioning that aspect? Are you going to  
10 partition off the transmission of distribution  
11 from the entire plant; is that the plan?

12 THE WITNESS: We are not going to move  
13 facilities.

14 JUDGE ZABAN: No, no. I'm just saying, like  
15 when you transfer a piece of property, you can  
16 partition off pieces of property that aren't  
17 included in the sale?

18 THE WITNESS: Right.

19 JUDGE ZABAN: Is that the idea so that ComEd  
20 will retain the legal title to the transmission,  
21 but transfer the legal title to the rest of the  
22 facilities to Genco; is that correct.

1 THE WITNESS: That is my understanding.

2 A VOICE: Excuse me. I have Bob Bardelle  
3 joining the call.

4 MR. FLYNN: If we could just take a moment.

5 Bob, it's Chris Flynn. We're in  
6 the middle of -- actually, we're in the midst of  
7 cross-examination of Bob McDonald. I don't know  
8 if we're in the beginning, middle, or the end.

9 I think we're nearing the end. So  
10 we would be able to get to you in a few minutes.

11 JUDGE SHOWTIS: What are your constraints,  
12 Mr. Berdelle? I mean, how long are you  
13 available?

14 MR. BERDELLE: We're meeting with the FERC  
15 right now --

16 JUDGE SHOWTIS: This is off the record, I'm  
17 sorry.

18 (Discussion off the record.)

19 JUDGE SHOWTIS: Back on the record.

20 BY MS. DOSS:

21 Q Following on the demarkation, where in  
22 the agreement or notice would I find that?



1           A       I can't remember the exact cite right at  
2 the moment, but I would be glad to provide that.

3           MS. DOSS: Counsel, will you make sure he  
4 provides that?

5           MR. FLYNN: Yes. How would you like us to  
6 provide it?

7           MS. DOSS: If it's included, it wouldn't be a  
8 late-filed exhibit. I guess I would have to find  
9 out from you if it's in the agreement itself.

10          JUDGE ZABAN: Off the record for a second.

11                               (Discussion off the record.)

12          MS. DOSS: I did have one more question.

13 BY MS. DOSS:

14          Q       Referring to ComEd Exhibit 3.1, if you  
15 look at the column that indicates a transfer  
16 generation, which 1 and 2 has some clarification.  
17 There is a note saying that the new transfer  
18 generation are existing plan resources announced  
19 by others, but not under contract to ComEd.

20                       Are you saying that's available to  
21 ComEd?

22          A       We're saying that there are a number of

1 other generators who have announced plans to build  
2 in the ComEd service territory. So these are  
3 announced plans to build. It could well be  
4 available to ComEd at the time, but it's further  
5 along in the development.

6 Q But it's not in the form of the contract  
7 and other utilities or marketers and so forth  
8 could, also, get access to this power?

9 A That is possible, yes.

10 Q And do you know if DEPO has any  
11 contracts or anticipates to have any  
12 responsibilities for that new transfer generation?

13 A Well, Genco will have the responsibility  
14 to make sure it can meet the requirements of  
15 ComEd. If that means entering into contracts with  
16 these newly developed plants, then it will do so.  
17 It will access whatever resources it needs to meet  
18 that obligation.

19 MS. DOSS: All right. No further questions.

20 MR. WARREN: I just have one question.

21 JUDGE SHOWTIS: If you speak up, Mr. Warren,  
22 that's fine; otherwise, you might have to move to

1 the table.

2 MR. WARREN: I think I can speak up.

3 CROSS-EXAMINATION

4 BY

5 MR. WARREN:

6 Q R. Lawrence Warren with the Attorney  
7 General's offers.

8 I'd just like to follow up on what  
9 the counsel for the State's Attorney was inquiring  
10 into; and, that is, basically the supply after the  
11 2004. We know, according to your testimony, up to  
12 2004, there is an obligation for 100 percent of  
13 power from Genco; but after that it slides down.  
14 On page 9, lines 191 and, again, on line 206, you  
15 refer to in 2005 and 2006 that Genco will serve  
16 ComEd's requirements up to the available capacity  
17 of the nuclear units.

18 My question is: What happens to  
19 the capacity -- you've indicated earlier in your  
20 testimony that fossil generation, the fossil  
21 agreements that you referred to in a group, all of  
22 that is being transferred over also. So what

1 ComEd was going to have available under those  
2 agreements according to this appears to be not  
3 available past 2004. Is that correct in your  
4 testimony?

5 A Well, let me -- those contracts with  
6 those fossil plants end at the end of 2004. So  
7 there is not a difference between transferring  
8 these plants or not.

9 Q If I recalled correctly, there was some  
10 options though after 2004, if I'm recalling that  
11 correctly?

12 A There are some other fossil plants, the  
13 ones that we had sold a little while ago, that  
14 will still be under BPA's, not the recent sales  
15 commission. So there will be some plants that we  
16 do have power purchase agreements with.

17 Q One of the criteria that the Commission  
18 has taken consideration under 111(g) is that  
19 there's no, I believe the terminology is, no  
20 reasonable expectation that there's going to be a  
21 request for a rate increase as a result of the  
22 transfer.

1                   Your testimony seems to speculate  
2                   that the market is going to be available and that  
3                   you're not going to have a problem with it. As  
4                   you indicated earlier in your testimony here, you  
5                   said there is a lot of generation facilities that  
6                   are planned to be built and that would be possibly  
7                   available to ComEd.

8                   How can you assure us that this is  
9                   going to happen? I mean, not only is it  
10                  speculation that we're here today that we know  
11                  that Genco is really speculative at this point,  
12                  but now there's also speculation that there's  
13                  going to be some sort of reasonable opportunity  
14                  for supply after 2004.

15                  How can you assure us that that is  
16                  nothing but speculation?

17                  MR. FLYNN: Objection, argumentative.

18                  JUDGE ZABAN: I think the first question  
19                  you've got to ask is, can he give us any  
20                  assurances; and then ask him what they are.

21                  MR. FLYNN: My second objection is one, I  
22                  guess, that would fall under the category of

1       vagueness. Is there a specific time period that  
2       you're referring to?

3               JUDGE ZABAN: He said after 2004, after  
4       deregulation.

5               MR. FLYNN: Then I'll object to the question  
6       on the grounds of relevance because the specific  
7       criteria to which Mr. Warren referred in his  
8       question is whether there would be a rate increase  
9       during mandatory transition period which ends  
10      December 31, 2004.

11              JUDGE SHOWTIS: I agree with Mr. Flynn on  
12      that point with regard to the likelihood of the  
13      utility being entitled to request an increase in  
14      base rates. That part of the statutory provision  
15      pertains only to the mandatory transmission  
16      period.

17                      So if you're asking about  
18      likelihood of rate increases after that, I think  
19      that's beyond the scope of 16-111(g). However,  
20      the first criterion that the proposed transaction  
21      will render the electric utility unable to provide  
22      its tariff services in a safe and reliable manner,

1       that doesn't have that same constraint with regard  
2       to the timing.

3               So you could inquire with regard to  
4       that criteria beyond the transition period; but I  
5       don't think it's proper to ask about likelihood of  
6       utility being entitled to rate increases after the  
7       mandatory transition period.

8               MR. WARREN:   Okay.   I'll withdraw that  
9       question then, your Honor.

10              JUDGE SHOWTIS:   Any other questions?

11                      Let's go off the record.

12                              (Discussion off the record.)

13              JUDGE SHOWTIS:   Let's put Mr. Berdelle on.

14                      Mr. Berdelle, I'd like to swear you  
15       in.

16                              (Witness sworn.)

17              JUDGE SHOWTIS:   You may proceed, Mr. Flynn.

18

19

20

21

22

1 ROBERT E. BERDELLE,  
2 called as a witness herein, having been first duly  
3 sworn, was examined and testified as follows:

4 DIRECT EXAMINATION

5 BY

6 MR. FLYNN:

7 Q Would you please state your name and  
8 spell it for the record?

9 A Robert E. Berdelle, B-e-r-d-e-l-l-e.

10 Q Mr. Berdelle, are you familiar with the  
11 company's notice in this proceeding?

12 A I am.

13 Q All right. And you had a verified  
14 statement attached to the notice as Appendix F; is  
15 that correct?

16 A That's correct.

17 Q And that statement is true and correct  
18 to the best of your knowledge?

19 A Yes, it is.

20 Q And in addition, Appendixes I, J, and M  
21 and H of the notice were prepared by you or under  
22 your direction and supervision, correct?



1           A     Correct.

2           Q     And are those -- is the information on  
3     those Appendixes true and correct to the best of  
4     your knowledge?

5           A     They are.

6           Q     In addition, you prepared rebuttal  
7     testimony; is that right?

8           A     That's correct.

9           Q     All right. And there is a document  
10    before you previously marked as ComEd Exhibit 4.0  
11    bearing the caption, Rebuttal testimony of Robert  
12    E. Berdelle.

13                   Is this a copy of your rebuttal  
14    testimony?

15          A     Yes, it is.

16          Q     Is it true and correct to the best of  
17    your knowledge?

18          A     Yes, it is.

19          Q     In addition, in your rebuttal testimony  
20    you identify and sponsor two exhibits marked as  
21    ComEd Exhibits 4.1 and 4.2; is that correct?

22          A     That is correct.

1           Q     Are those exhibits true and correct to  
2     the best of your knowledge? Mr. Berdelle?

3           A     Yes, they are.

4           Q     Thank you. In addition, the hearing  
5     examiners have requested that the company submit  
6     data underlying the return on equity analyses that  
7     were reflected or included in the company's notice  
8     in this proceeding; and the company's responses to  
9     Staff's data request PH-1 and PH-2 have been  
10    marked as ComEd Exhibit 4.3.

11                         Were these responses prepared by  
12    you or under your direction and supervision?

13          A     Yes, they were.

14          Q     And is the information reflected in  
15    Exhibit 4.3 true and correct to the best of your  
16    knowledge?

17          A     Yes, it is.

18          MR. FLYNN: All right. Mr. Examiner, I would  
19    move for the admission into evidence of ComEd  
20    Exhibits 1.0, 4.0, 4.1, 4.2, and 4.3.

21          JUDGE ZABAN: Any objection?

22          MR. REVETHIS: No objection.

1 JUDGE SHOWTIS: Those are admitted, and ComEd  
2 Exhibit 4.3 will be treated as a proprietary  
3 exhibit.

4 (Whereupon, ComEd's  
5 Exhibit Nos. 1.0, 4.0, 4.1,  
6 4.2, and 4.3 were  
7 admitted into evidence.)

8 MR. FLYNN: And it's been provided to the  
9 court reporter in an envelope for that purpose.

10 JUDGE SHOWTIS: Do the parties have any cross  
11 for Mr. Berdelle.

12 MS. DOSS: No.

13 JUDGE SHOWTIS: Does Staff have any?

14 MR. REVETHIS: No.

15 JUDGE SHOWTIS: I just have a couple of  
16 questions.

17 EXAMINATION

18 BY

19 JUDGE SHOWTIS:

20 Q Mr. Berdelle, as I understand the  
21 transaction, ComEd will be receiving some of its  
22 stock as a consequence of the transfer of the

1 nuclear generating assets; is that correct?

2 A ComEd will be giving stocks in the  
3 Genco. ComEd is providing an equity contribution  
4 to the Genco in the form of stock.

5 Q What is the impact on ComEd's common  
6 equity ratio through this transaction? Will there  
7 be an increase or a decrease or no change in the  
8 common equity ratio?

9 A From what point?

10 Q From the point immediately before the  
11 transaction to the point immediately after it.

12 A Okay. The merger will increase ComEd's  
13 equity ratio because of the creation of goodwill.  
14 And, so, the transaction of creating the Genco  
15 will decrease ComEd's common equity ratio from the  
16 point of the creation of goodwill at the point of  
17 the merger.

18 Q So if I understand your answer, after  
19 the transaction, ComEd's common equity ratio will  
20 be lower percentage than prior to the transaction?

21 A That's correct.

22 Q Okay. And then obviously ComEd's debt

1 ratio will be somewhat higher after the  
2 transaction and prior to the transaction; is that  
3 correct?

4 A That's correct.

5 Q Okay. Do you have an opinion as to  
6 whether the increase debt ratio would result in  
7 any associated increase in cost of debt in the  
8 future?

9 In other words, if you just isolate  
10 and look at the common equity ratio and the debt  
11 ratios, generally an entity with a higher debt  
12 ratio is, all other things being equal, is  
13 perceived to be somewhat riskier than an entity  
14 with a lower debt ratio.

15 A Right.

16 Q Will there be any impact -- I guess what  
17 I'm trying to ask is: Will there be any adverse  
18 impact from the increased debt ratio?

19 A I think the answer to that question is,  
20 no, there won't be because, as I said, the merger,  
21 the actual merger, results in an increase in  
22 ComEd's equity which in effect would reduce

1 ComEd's debt ratio. Subsequent to the creation of  
2 the merger, Genco will be created which infuses  
3 some equity into the Genco which will be reducing  
4 the ComEd equity and increasing the debt ratio.

5 So those two events tend to offset,  
6 not 100 percent, but closely offset such that we  
7 don't expect ComEd's debt ratio to be materially  
8 different after the formation of Genco than it was  
9 prior to the merger.

10 JUDGE SHOWTIS: Okay. That's all of the  
11 questions I have of Mr. Berdelle.

12 JUDGE ZABAN: Anybody else have any questions  
13 of Mr. Berdelle?

14 MR. NEFF: Just for purposes of making sure  
15 the record is clear.

16 MR. FLYNN: I'm sorry, could you please  
17 identify yourself.

18 MR. NEFF: I'm sorry. Hi, Mr. Berdelle, this  
19 is Alan Neff from the City of Chicago.

20 THE WITNESS: Hi, Mr. Neff.  
21  
22

1 CROSS-EXAMINATION  
2 BY  
3 MR. NEFF:  
4 Q The merger to which you referred in that  
5 last answer was the merger contemplated now by  
6 Unicom and PECO, correct?  
7 A Correct.  
8 MR. NEFF: Okay. Thank you.  
9 THE WITNESS: Sure.  
10 MR. FLYNN: I don't think Mr. Berdelle and I  
11 have to step out in the hall and see if we have  
12 any redirect.  
13 JUDGE SHOWTIS: I think you're free to leave,  
14 Mr. Berdelle.  
15 THE WITNESS: Thank you.  
16 MR. FLYNN: You're welcome to stay.  
17 THE WITNESS: No, I think I'll leave.  
18 JUDGE SHOWTIS: Let's go back on the record.  
19 I have some questions of Mr. McDonald.  
20 JUDGE ZABAN: I have a couple questions of  
21 Mr. McDonald.  
22

1 ROBERT K. McDONALD,  
2 recalled as a witness herein, having been  
3 previously duly sworn, was examined and testified  
4 as follows:

5 EXAMINATION

6 BY

7 JUDGE ZABAN:

8 Q You indicated that Commonwealth Edison  
9 tends to continue to collect the decommission, is  
10 that correct?

11 A That is correct.

12 Q Okay. And it's been the issue I brought  
13 up before, the ability to collect the  
14 decommissioning, I believe, comes from the  
15 authority through the Commission; is that correct?

16 A I'm not sure -- frankly, I'm not sure  
17 whether it comes through a matter of law or from  
18 legislation or from the Commission.

19 Q In any event when ComEd no longer is a  
20 generator but, in fact, Genco becomes a generator,  
21 all right, my understanding is that Genco will not  
22 be a public utility?



1           A       It may be a public utility under SEC  
2 standards.

3           Q       Does it intend to be a public utility  
4 under Illinois standards at least for a period of  
5 time?

6           A       No, I don't believe so.

7           Q       Then the question is: What guarantees  
8 do we have that during whatever period of time  
9 that Genco is going to abide by the Public  
10 Utilities Act if it's not regulated nor, as far as  
11 I can understand, the Public Utilities Act won't  
12 apply?

13          A       I'm not sure how to give a nonlegal  
14 response to that.

15          Q       Okay. My concern is that there is a  
16 provision that provides that Genco or that the  
17 generator will collect decommissioning costs and  
18 there is a setup that if decommissioning costs are  
19 less than anticipated, there will be a benefit to  
20 the taxpayers or to the people that pay the  
21 decommissioning costs.

22                   What prevents this from becoming a

1 windfall to either Commonwealth Edison or Genco  
2 if, in fact, it subsequently turns out that there  
3 is an excess of decommissioning costs barring any  
4 statutory regulations regarding distribution; or,  
5 for that matter, any regulation regarding  
6 distribution of decommissioning costs?

7 A My understanding under the current, we  
8 would continue to have Rider 31 proceedings every  
9 year to look at the costs of decommissioning and  
10 those would be supported by testimony and  
11 decisions made by the Commission.

12 Q But it is my point that Genco is no  
13 longer bound by the Commission nor is it regulated  
14 by the Commission as a nonpublic utility, then  
15 there really seems no obligation to have these  
16 continued hearings or Rider 31 hearings because  
17 then, in fact, they're submitting themselves to  
18 the Commission.

19 I mean, you may not have an answer  
20 to this; I understand that. But I'm asking is  
21 this something that, in fact, has been addressed  
22 in terms of what's Genco's obligation going to be

1 to the People of the State of Illinois if it's not  
2 a public utility? What legislation or regulation  
3 will there be of Genco under the current  
4 atmosphere?

5 A What state regulation will there be of  
6 Genco?

7 Q Right.

8 A I don't believe there will be any state  
9 regulation of Genco per se. There will be  
10 continued SEC kinds of regulation; but of the  
11 Genco by the State, no. I don't believe that that  
12 will exist.

13 JUDGE ZABAN: Okay.

14 JUDGE SHOWTIS: I have some questions. I'm  
15 going to ask the questions pertaining to  
16 decommissioning first.

17 EXAMINATION

18 BY

19 JUDGE SHOWTIS:

20 Q ComEd collects for decommissioning costs  
21 through Rider 31; is that correct?

22 A That is correct.

1 Q And is that a per KWH charge?

2 A Yes, I believe it is.

3 Q Okay. And as you previously indicated  
4 there are annual proceedings with regard to Rider  
5 31 to determine what changes, if any, are  
6 appropriate to that rider?

7 A Yes.

8 Q Does Rider 31 presently contain any  
9 provisions or any language that addresses the  
10 situation where ComEd would be transferring the  
11 nuclear units to another entity?

12 In other words, is the type of  
13 transaction that's before us today contemplated by  
14 Rider 31 presently?

15 A I don't know the answer to that.

16 JUDGE ZABAN: Excuse me. To answer that  
17 question, does Rider 31 the per KWH charge, is  
18 that based on sale of electricity or generation of  
19 electricity if you know?

20 THE WITNESS: Frankly, I'm not sure.

21 Mr. Berdelle is the --

22 JUDGE ZABAN: It looks like we blew it.

1                   My question then is: If it's based  
2                   on a generation rather than a sale that  
3                   Commonwealth Edison is no longer a generator, how  
4                   does Commonwealth Edison have the authority to  
5                   collect the decommissioning charges? And if Genco  
6                   is the generator but isn't regulated by the  
7                   Commission, what authority do they have to collect  
8                   the decommissioning charge?

9                   I mean, I don't know if these  
10                  issues have come up or not, but it's certainly  
11                  things that have troubled me in terms of -- since  
12                  we all seem to be kind of focusing in as one of  
13                  the things that concern everybody here, how it is  
14                  these issues are going to be addressed.

15                 THE WITNESS: My difficulty is separating out  
16                  the legal issues from --

17                 JUDGE SHOWTIS: But at least at this point  
18                  you don't know for sure if the collection of  
19                  decommissioning costs is tied to per KWH sold  
20                  versus generated?

21                 THE WITNESS: I don't know -- I don't know  
22                  for sure.

1 JUDGE SHOWTIS: Okay.

2 THE WITNESS: I don't know the answer to  
3 that.

4 MR. FLYNN: Mr. Examiner, I would note for  
5 the record that there is a third possibility that  
6 it could be KWH delivered.

7 JUDGE SHOWTIS: Okay. That's fine.  
8 Unfortunately, Mr. Berdelle would know the answer.

9 MR. FLYNN: I believe the answer to the  
10 question is a matter of public record.

11 JUDGE SHOWTIS: That's fine.

12 JUDGE ZABAN: That's fine.

13 MR. FLYNN: The Commission has addressed this  
14 in prior Edison proceedings.

15 BY JUDGE SHOWTIS:

16 Q Is there an open docket dealing with  
17 Rider 31, or has the annual process been concluded  
18 and there's not a pending docket right now if you  
19 know?

20 A My understanding is there is an open  
21 docket.

22 Q Do you have any knowledge as to whether